Oct. 22 80 3.

VA Form 26-6318c (Home Loun) Jul 1977. Use optional Section 1810, Title 38 U.S.C. Acceptable to Federal National Mortgage Association.

MARYLAND

PURCHASE MONEY

## DEED OF TRUST

THIS DEED, made this

21st

day of October

,  $19^{80}$  , by and between

RODNEY FRANCIS INGALLS and MARTHA A. INGALLS, his wife

party of the first part, and Harry E. Chesman and/or James A. Taylor as hereinafter set forth, party of the second part:

WHEREAS, the party of the first part is justly indebted unto

COLONIAL MORTGAGE SERVICE COMPANY

, a corporation organized and existing under the laws of the State of Pennsylvania , in the principal sum of THIRTY-SIX THOUSAND FIVE HUNDRED and 00/100----- Dollars (\$36,500.00), with interest from date at per centum ( 11 %) per annum on the unpaid balance until paid, the rate of Eleven for which amount the said party has signed and delivered a certain promissory note bearing even date herewith and payable in monthly installments of Three Hundred Forty-Seven and 85/100---- Dollars (\$ 347.85 ), commencing on the first day of December , 1980, and continuing on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of November, 2010 -

AND WHEREAS, the party of the first part desires to secure the prompt payment of said debt, and interest thereon, when and as the same shall become due and payable, and all costs and expenses incurred in respect thereto, including reasonable counsel fees incurred or paid by the said party of the second part or substituted Trustee, or by any person hereby secured, on account of any litigation at law or in equity which may arise in respect to this trust or the property hereinafter mentioned, and of all money which may be advanced as provided herein, with interest on all such costs and advances from the date thereof.

Now, Therefore, This Indenture Witnesseth, that the party of the first part, in consideration of the premises, and of one dollar, lawful money of the United States of America, to Rodney Francis Ingalls and Martha A. Ingalls, his wife in hand paid by the party of the second part, the receipt of which, before the sealing and delivery of these presents, is hereby acknowledged, has granted and conveyed, and does hereby grant and convey unto the party of the second part, as Trustee, its successors and assigns, the following-described land and premises, situate in the county of Frederick State of Maryland, to wit:

All those two lots or parcels of land situate, lying and being in Frederick City, Frederick County, State of Maryland, on the West side of Winchester Street, being known as No. 25 Winchester Street, together with the five (5) garages North of and adjoining -No. 25 Winchester Street, the said lots being more particularly described as follows:

FIRST: Being a two-foot wide strip along the Northern line of Lot No. 21 on the Plat of the Winchester Brickyard as filed in Exhibit J.S.R. No. 2 in Equity case No. 6283 in the Circuit Court for Frederick County, and a parcel 15 feet wide being the Southern one-half (1/2) of Lot No. 22 on said Plat, the said strips having a 17 foot frontage on Winchester Street and running back with uniform width for the entire depth of Lots Nos. 21 and 22 on said Plat, having a distance of approximately 128 feet.

SECOND: Beginning at the Northeast corner of the two-story brick dwelling located yon the lot first herein described, it being the Southeast Corner of the lot hereby Lintended to be conveyed and running thence in a Northerly direction by and with the West side of Winchester Street, 39 feet 6 inches, more or less, to intersect the SEE ADDENDUM ATTACHED HERETO AND MADE A PART HEREOF.

together with all the improvements in anywise appertaining, and all the estate, right, title, interest, and ciaim, either at law or in equity, or otherwise however, of the party of the first part, of, in, to, or out of the said land and premises; and all fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following described household appliances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the security for the indebtedness herein mentioned;

PEtalioner's Exhibit 1 Ficer Fiche 20, 1980